Yukilon Manufacturing Sdn Bhd & Anor v Dato Wong Gek Meng & Ors

HIGH COURT (JOHOR BAHRU) — CIVIL SUIT NO 22-257-1996
ABDUL MALIK ISHAK J
21 JANUARY 1997

Legal Profession *— Retainer — Authority — Want of — Solicitors acted for company in the absence of the board of directors' resolution appointing the solicitor — Letter from two directors of company appointing solicitor — Whether letter sufficient to vest solicitors with necessary powers to act for company*

Legal Profession *— Professional privilege — Communication between solicitor and client — Whether letter from directors of company appointing solicitors was privileged — Whether privilege was waived when letter was shown to court*

A preliminary objection was advanced questioning the authority of Messrs Gan & Lim, a firm of advocates and solicitors ('Gan & Lim'), to act for the plaintiffs. It was argued that Gan & Lim was not lawfully authorized to appear in these proceedings for the plaintiffs as the company's resolution for their appointment was not exhibited. Counsel for the plaintiffs submitted that it was not the law that before a solicitor files the memorandum of appearance, a resolution from the board of directors appointing the solicitor to act must first be tabled and passed. The court was informed that two directors of the first plaintiff had — in a letter dated 7 December 1996 addressed to Gan & Lim ('the letter') — authorized Gan & Lim to act and it was argued that this was sufficient to vest Gan & Lim with the necessary powers to act accordingly. It was earlier submitted that the letter was in the form of a privileged communication in the nature of a solicitor-client relationship.

Held, dismissing the preliminary objection:

(1) The effect of the privilege as claimed would be that neither the client nor the solicitor — without consent — could be compelled to disclose the communications in the course of legal proceedings. The client may restrain the solicitor from making disclosure or may waive the privilege entirely. In the present case, the privilege had been waived when the letter in question was shown to the court, and the court ordered that it be shown to counsel for the defendants (see p 217E–H); *Bate v Kinsey* (1834) 1 Cr M & R 38, *Minter v Priest* [1930] AC 558, *Beer v Ward* (1821) Jac 77, *Davies v Clough* (1837) 8 Sim 262, *Carter v Palmer* (1841) 8 Cl & Fin 657 and *Mellor v Thompson* (1885) 31 Ch D 55 followed.

(2) The letter gave authority to Gan & Lim to act for the plaintiffs. The articles of association of the first plaintiff in no uncertain terms gave to the two directors of the first plaintiff the competency to exercise all the powers of the first plaintiff which must necessarily include and extend to the management of the business of the first plaintiff. Thus, when the two directors authorized

Gan & Lim to take court proceedings against the defendants as reflected in the letter, that would be sufficient to vest Gan & Lim with the necessary powers to act accordingly.

Therefore, the letter was an act of authorization authorizing or employing Gan & Lim to act on behalf of the plaintiffs. This constituted the solicitor's retainer by the client. By the giving and acceptance of the retainer, the solicitor acquires his authority to act for the client and whatever the solicitor does, it would bind the client. The client thus became bound both personally as between himself and his solicitor and as between himself and third persons. As a general rule, a person has the right to retain the solicitor of his own choice so long as the solicitor is willing to act and is not precluded by the law or by the professional rules from so doing. There is nothing to prevent Gan & Lim to act for the plaintiffs. The letter therefore put the issue of authorization to act to rest (see pp 218D, H–I and 220F–H); *Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd* [1909] 1 Ch 267 followed.

Obiter:

Even if (there was no evidence in this case) the plaintiffs instituted the action without proper authority, ratification was still possible. Ratification in the context of the present case would be by convening a general meeting where the second plaintiff who held 51% shares in the first plaintiff would certainly vote for the continuance of the action against the defendants (see p 219G); *Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd* [1909] 1 Ch 267 and *Danish Mercantile Co Ltd & Ors v Beaumont & Anor* [1951] 1 All ER 925 followed.

[Bahasa Malaysia summary

Suatu bantahan permulaan telah dikemukakan yang mempersoalkan kuasa Tetuan Gan & Lim, sebuah firma peguambela dan peguamcara ('Gan & Lim'), untuk bertindak bagi pihak plaintif-plaintif. Adalah dihujahkan bahawa Gan & Lim tidak diberikan kuasa secara sah untuk menghadiri prosiding ini bagi pihak plaintif-plaintif kerana resolusi syarikat bagi perlantikan mereka tidak diekshibitkan. Peguam plaintif-plaintif menghujahkan bahawa tidak terdapat undang-undang bahawa sebelum peguamcara memfailkan memorandum kehadiran, suatu resolusi daripada lembaga pengarah yang melantik peguamcara untuk bertindak mesti terlebih dahulu dikemukakan dan diluluskan. Mahkamah diberitahu bahawa dua orang pengarah daripada plaintif pertama telah — melalui surat bertarikh 7 Disember 1996 yang dialamatkan kepada Gan & Lim ('surat tersebut') — memberikan kuasa kepada Gan & Lim untuk bertindak dan adalah dihujahkan bahawa ini adalah memadai untuk memberikan kuasa-kuasa yang perlu kepada Gan & Lim untuk bertindak sewajarnya. Adalah juga dihujahkan pada awalnya bahawa surat tersebut adalah dalam bentuk komunikasi terlindung dalam sifat perhubungan peguamcara-klien.

Diputuskan, menolak bantahan permulaan: A

(1) Kesan perlindungan seperti yang dituntut adalah, klien atau pun peguamcara tidak boleh — tanpa kebenaran — dipaksa untuk mendedahkan komunikasi itu semasa prosiding undang-undang. Klien boleh menghalang peguamcara daripada membuat apa-apa pendedahan atau boleh mengetepikan perlindungan itu B sepenuhnya. Dalam kes ini, perlindungan itu telah diketepikan apabila surat tersebut berkenaan ditunjukkan kepada mahkamah, dan mahkamah memerintahkan bahawa ia ditunjukkan kepada peguamcara bagi pihak defendan-defendan (lihat ms 217E–H); *Bate v Kinsey* (1834) 1 Cr M & R 38, *Minter v Priest* [1930] AC 558, *Beer v Ward* (1821) Jac 77, *Davies v Clough* (1837) 8 Sim 262, C *Carter v Palmer* (1841) 8 Cl & Fin 657 dan *Mellor v Thompson* (1885) 31 Ch D 55 diikut.

(2) Surat tersebut memberikan kuasa kepada Gan & Lim untuk bertindak bagi pihak plaintif-plaintif. Perkara-perkara persatuan plaintif pertama tanpa ragu-ragu memberikan kepada dua D pengarah plaintif pertama kecekapan untuk melaksanakan kesemua kuasa-kuasa plaintif pertama yang semestinya termasuk dan merangkumi pengurusan perniagaan plaintif pertama. Oleh itu, apabila kedua-dua pengarah memberikan kuasa kepada Gan & Lim untuk mengambil prosiding mahkamah terhadap defendan-defendan seperti yang ditunjukkan dalam surat tersebut, ia adalah E memadai untuk meletakhak kuasa-kuasa yang perlu dalam Gan & Lim untuk bertindak sewajarnya.

Oleh yang demikian, surat tersebut adalah suatu tindakan memberi kuasa — memberi kuasa atau menggaji Gan & Lim untuk bertindak bagi pihak plaintif-plaintif. Ini membentuk F retainer peguamcara oleh klien. Melalui pemberian dan penerimaan retainer, peguamcara memperolehi kuasanya untuk bertindak bagi klien dan apa sahaja yang dilakukan oleh peguamcara, ia akan mengikat klien. Maka klien itu menjadi terikat secara peribadi di antara diri sendiri dan peguamcaranya G dan di antara diri sendiri dan pihak ketiga. Sebagai kaedah am, seseorang berhak untuk mengekalkan peguamcara yang dipilih sendiri selama peguamcara rela bertindak dan tidak dikecualikan oleh undang-undang atau oleh kaedah-kaedah daripada berbuat demikian. Tiada apa yang menghalang Gan & Lim daripada bertindak bagi pihak plaintif-plaintif. Surat tersebut dengan itu H menamatkan isu pemberikuasaan untuk bertindak (lihat ms 218D, H–I dan 220F–H); *Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd* [1909] 1 Ch 267 diikut.

Obiter: I

Jika pun plaintif-plaintif telah memulakan tindakan tanpa kuasa yang wajar (tiada bukti dalam kes ini) ratifikasi masih boleh dilaksanakan. Ratifikasi dalam konteks kes ini adalah dengan mengadakan suatu mesyuarat umum di mana defendan kedua yang memegang 51%

A saham dalam plaintif pertama tentunya akan mengundi supaya tindakan terhadap defendan-defendan diteruskan (lihat ms 219G); *Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd* [1909] 1 Ch 267 dan *Danish Mercantile Co Ltd & Ors v Beaumont & Anor* [1951] 1 All ER 925 diikut.]

B

Notes

For cases on retainer of a solicitor, see 9 *Mallal's Digest* (4th Ed, 1995 Reissue) paras 1683–1702.

For cases on professional privilege, see 9 *Mallal's Digest* (4th Ed, 1995 Reissue) paras 1642–1648.

C

Cases referred to

Adams v London Improved Motor Coach Builders Ltd [1921] 1 KB 495 (refd)

Balabel v Air India [1988] Ch 317 (refd)

D *Bate v Kinsey* (1834) 1 Cr M & R 38 (folld)

Beer v Ward (1821) Jac 77 (folld)

Bolden v Nicholay (1857) 3 Jur NS 884 (refd)

Butler v Board of Trade [1971] 1 Ch 680 (refd)

Carter v Palmer (1841) 8 Cl & Fin 657 (folld)

E *Chin Kok Kwong Construction Sdn Bhd v Sunrise Towers Sdn Bhd* [1986] 2 MLJ 41 (refd)

Conlon v Conlons Ltd [1952] 2 All ER 462 (refd)

Danish Mercantile Co Ltd & Ors v Beaumont & Anor [1951] 1 All ER 925 (folld)

Davies v Clough (1837) 8 Sim 262 (folld)

F *Finers (a firm) & Ors v Miro* [1991] 1 All ER 182 (refd)

Lawrence v Campbell (1859) 4 Drew 485 (refd)

Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd [1909] 1 Ch 267 (folld)

Mellor v Thompson (1886) 31 Ch D 55 (folld)

G *Minter v Priest* [1930] AC 558 (folld)

O'Rourke v Darbishire & Ors [1920] AC 581 (refd)

Simmons v Liberal Opinion Ltd [1911] 1 KB 966 (refd)

Swee & Co Ltd, Re; Khoo Leong Kee v LY Swee & Co Ltd [1968] 2 MLJ 104 (refd)

United Investment & Finance Ltd v Tee Chin Yong & Ors [1967]

H 1 MLJ 31 (refd)

William Jacks & Co (M) Bhd v Chemquip (M) Sdn Bhd & Anor [1994] 3 MLJ 40 (refd)

M Pathmanathan and *Gan Techiong* (*Gan & Lim*) for the plaintiffs.

I *Gana Muthusamy* and *Hardip Singh* (*Gana Muthusamy & Co*) for the defendants.

Abdul Malik Ishak J: A preliminary objection was advanced questioning the authority of Messrs Gan & Lim, Advocates and Solicitors to act for the

plaintiffs. It was the brunt of the argument that Messrs Gan & Lim was not lawfully authorized to appear in these proceedings for the plaintiffs as the company's resolution for their appointment was not exhibited. In the absence of the board of directors' resolution, the whole writ and the order of this court dated 8 January 1997 (encl 8) should be vacated, so submitted Mr Gana Muthusamy for the defendants.

My attention was drawn to para 15 of the affidavit of the first defendant in encl 17 which contained the venom of the preliminary objection and to appreciate its magnitude one must read it. That para 5 was worded thus:

> I verily believe that the first plaintiff has failed to secure a resolution of the board of directors or a resolution of the shareholders at the EGM to support the first plaintiff's action in filing this suit. Consequently, I have been advised that the plaintiff's solicitors did not have the authority to file this suit. My solicitors had on 11 January 1997 written to the solicitors of the plaintiffs for a copy of the resolution appointing them as solicitors. The said solicitors confirmed that they do not have any such resolution. A copy of the letter from my solicitors and the reply from the plaintiff's solicitors are annexed hereto and marked as 'W22a' and 'W22b'.

Exhibit 'W22b' was a reply from Messrs Gan & Lim and it was dated 16 January 1997 — of particular relevance was the fourth paragraph which was worded in this fashion:

> As for your clients' request for a copy of our client's resolution appointing us, we are instructed to point out that there is no necessity for a company to pass a resolution in order to appoint solicitors, save to say that we did receive instructions in writing from our clients. Likewise, the third and fourth defendants, for whom you entered appearance for, could not have passed a resolution prior to their appointing you to act for both of them!

Mr Gana Muthusamy used this letter as a leverage and strenuously argued that Messrs Gan & Lim agreed that there was no resolution and even went beyond that to say that there was no necessity for such a resolution. This simply won't do, so submitted Mr Gana Muthusamy.

Mr M Pathmanathan for the plaintiffs submitted that the challenge to the solicitor's authority to appear should not be mounted unless there was good and sufficient ground. A challenge of this nature was said to be a personal attack on the solicitor's integrity and standing in a court of law. Mr Gan Techiong echoed the same sentiment and it was his complaint that it was an affront to his law firm to say that they act without authority from the plaintiffs. Mr M Pathmanathan submitted that it was not the law that before a solicitor files the memorandum of appearance, a resolution from the board of directors appointing the solicitor to act must first be tabled and passed. It was sufficient, as in this case, for two authorized persons from the plaintiffs' company to appoint them. Mr M Pathamanathan informed this court that he had with him a letter of authority from the plaintiffs addressed to Messrs Gan & Lim authorizing them to act, but he submitted that the letter was in the form of a privileged communication — more in the nature of a solicitor-client relationship. It is now trite law that

A a solicitor cannot be compelled to disclose communications, whether oral or written, passing directly or indirectly between him and his client, or between him and a person who is communicating with him professionally with a view to becoming his client. It is said to be a privileged communication if it is for the purpose of giving or receiving legal professional advice. Communications of this nature must be legitimate in the sense that they B are not made in furtherance of fraud or crime. I must say that that privilege extends to information which a solicitor receives in his professional capacity from a third party and subsequently it is conveyed to the client: *Lawrence v Campbell* (1859) 4 Drew 485, *O'Rourke v Darbishire & Ors* [1920] AC 581 (HL) which dutifully was followed by *Butler v Board of Trade* [1971] C 1 Ch 680; [1970] 3 All ER 593. It must be remembered that the document need not specifically contain advice: *Balabel v Air India* [1988] Ch 317; [1988] All ER 246 (CA). The final say would be with the court who will determine whether privilege may be set aside on an application by a solicitor who suspects fraud or crime by his client: *Finers (a firm) & Ors v Miro* [1991] 1 All ER 182; [1991] 1 WLR 35 (CA). It must be emphasized D that a communication made by a client to his solicitor for the purpose of being repeated to the other side is not privileged if and only if the solicitor's authority to compromise a case is in question (*Conlon v Conlons Ltd* [1952] 2 All ER 462; [1952] 2 TLR 343 (CA)). Now, the crucial question to ask would be this: What is the effect of the privilege as claimed by E Mr M Pathmanathan? The effect of that privilege would be that neither the client, nor the solicitor, without his consent, can be compelled to disclose the communications in the course of legal proceedings. Here, the privilege would solely be that of the client's, not the solicitor's and that being the case, the client may restrain the solicitor from making disclosure (*Beer v Ward* (1821) Jac 77, *Davies v Clough* (1837) 8 Sim 262, *Carter v* F *Palmer* (1841) 8 Cl & Fin 657 at p 707 (HL) and *Mellor v Thompson* (1886) 31 Ch D 55 (CA)) or may waive the privilege entirely (*Bate v Kinsey* (1834) 1 Cr M & R 38 and *Minter v Priest* [1930] AC 558 at p 579 (HL), per Lord Atkin). Translating these principles to the facts of the present case, the position would be this: Until the plaintiffs have waived G the privilege, it is Mr M Pathmanathan's duty, if he is requested to make that disclosure, to claim the privilege (*Beer v Ward*). Surprisingly, Mr M Pathmanathan was willing to waive that privilege when he broke the stalemate by showing to this court the letter in question. Having read the said letter, I ordered that it be shown to Mr Gana Muthusamy. The letter was dated 7 December 1996 from the first plaintiff addressed to Messrs H Gan & Lim, Advocates and Solicitors with the following caption and contents:

> *Re: Court proceedings against Dato Wong Gek Meng, Mr Wong Geok Cheong and Supertex Mfg Sdn Bhd*
>
> We refer to our meetings about the above matter.
>
> I We understand that the one and only way to preserve evidence of breach of fiduciary duties and breach of trust against our director Dato Wong Gek Meng and General Manager Wong Geok Cheong is to apply for what your Mr Gan Techiong called [an] Anton Piller order. If Dato Wong

and his brother know about our application early, they would definitely move everything away, or even destroy evidence. So, it is very important that they must not know about the court proceedings at this stage.

We confirm that our company must sue Dato Wong, Mr Wong Geok Cheong and Supertex Mfg Sdn Bhd as soon as possible, and for that purpose we appoint you as our solicitors.

Please proceed as soon as possible. Thank you.

Yours faithfully,

Sgd	Sgd
.....	.....
M Sakamoto	Makoto Togase
Director	Director

In my judgment, this letter gives authority to Messrs Gan & Lim to act for the first plaintiff. There was undisputed evidence that the second plaintiff owns 51% shares of the first plaintiff. In the event of a tie at the board meeting, a general meeting can certainly be convened to rectify the transaction and the will of the second plaintiff would in that event prevails. Article 93 of the articles of association of the first plaintiff ('the articles') states, inter alia, that the directors may meet together for the despatch of business and that until otherwise determined, two directors shall form a quorum. Article 97 of the articles sets out the powers of directors at a meeting. It states that:

> A meeting of directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the articles of the company for the time being vested in or exercisable by the directors generally.

Of pertinence would be art 104 of the articles and it is worded thus:

> The management of the business of the company shall be vested in the directors and the directors may exercise all such powers and do all such acts and things as the company is, by its memorandum of association or otherwise, authorized to exercise and do and are not hereby or by the Companies Act directed or required to be exercised or done by the company in general meeting but subject nevertheless to the provisions of the Companies Act and of these Articles and to any resolutions not being inconsistent with these Articles from time to time made by the company in general meeting provided that no such regulation shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

Now, the sum total of arts 93, 97 and 104 of the articles in no uncertain terms gave to the two directors of the first plaintiff the competency to exercise all the powers of the first plaintiff which must necessarily include and extend to the management of the business of the first plaintiff. Thus, when the two directors authorized Messrs Gan & Lim to take court proceedings against the first, second and the fourth defendants as reflected in the letter dated 7 December 1996, that would be sufficient to vest Messrs Gan & Lim with the necessary powers to act accordingly. The case

of *Marshall's Valve Gear Co Ltd v Manning Wardle & Co Ltd* [1909] 1 Ch 267 is germane as it provides a good guideline to the present case. In that case, Marshall was the company's managing director and the majority shareholder. In that capacity, he commenced an action in the company's name to restrain an alleged infringement of patent. The other directors went to court to stay the action on the ground that it had been commenced without the authority of the company. Neville J took cognizance of the fact that no general meeting had been called. His Lordship felt that it would be pointless to call one since the result would be a foregone conclusion as Marshall controlled the majority of the votes and would accordingly vote for the continuance of the action. His Lordship refused to interfere with the action as he felt that the action had been brought with the approval of the majority of the members of the company.

The (then) Supreme Court had occasion to consider in *William Jacks & Co (M) Bhd v Chemquip (M) Sdn Bhd & Anor* [1994] 3 MLJ 40, the question of whether an oral preliminary objection questioning the authority of certain solicitors to act for the appellant should be entertained forthwith or be stayed pending a formal application by motion or summons. Gunn Chit Tuan SCJ, delivering the judgment of the court, was of the view that a challenge to the authority of solicitors may be made at any time and the court in its inherent jurisdiction may entertain the challenge made orally and may order the action to be struck out if there was sufficient or admitted evidence that there was no action properly before it. But where there was no such evidence, the court should only stay the proceedings and determine the issue of want of authority on the application of a party by motion or summons. I do not propose to stay the whole proceedings of the present case pending a formal application to be filed by Mr Gana Muthusamy as suggested by *William Jacks* as there was enough material for me to make a ruling in favour of the plaintiffs in regard to the oral preliminary objection.

Now, even if (there was no evidence here) the plaintiffs instituted the action without proper authority, ratification was still possible. Ratification in the context of the present case would be by convening a general meeting where the second plaintiff who held 51% shares in the first plaintiff would certainly vote for the continuance of the action against the defendants (per Neville J in *Marshall's Valve Gear Co Ltd*). In *Danish Mercantile Co Ltd & Ors v Beaumont & Anor* [1951] 1 All ER 925 (CA), an action was started in the name of a company without its authority, and later the company went into liquidation and the liquidator adopted the proceedings on behalf of the company. Jenkins LJ, writing a separate judgment, had this to say (at p 930):

> I think the true position is simply that a solicitor who starts proceedings in the name of a company without verifying whether he has proper authority to do so, or under an erroneous assumption as to the authority, does so at his own peril, and, so long as the matter rests there, the action is not properly constituted. In that sense, it is a nullity and can be stayed at any time, providing the aggrieved defendant does not unduly delay his application, but it is open at any time to the purported plaintiff to ratify the act of the

solicitor who started the action, to adopt the proceedings, and to say: 'I approve of all that has been done in the past and I instruct you to continue the action'. When that has been done, then, in accordance with the ordinary law of principal and agent and the ordinary doctrine of ratification, the defect in the proceedings as originally constituted is cured, and it is no longer open to the defendant to object on the ground that the proceedings thus ratified and adopted were in the first instance brought without proper authority. For these reasons, I am of the opinion that the learned judge came to a right conclusion and that this appeal fails and should be dismissed.

I am constrained to say that the preliminary objection was not on the issue of ratification, but rather in regard to appointment of Messrs Gan & Lim as solicitors for the plaintiffs (*Re Swee & Co Ltd; Khoo Leong Kee v LY Swee & Co Ltd* [1968] 2 MLJ 104). Ratification was vigorously applied in *Alexander Ward & Co Ltd v Samyang Navigation Co Ltd* [1975] 2 All ER 424 (HL) following closely the decision of *Danish Mercantile Co Ltd & Ors v Beaumont & Anor.*

All the authorities show that the lack of authority of the solicitors to act can be challenged at any stage of the proceedings (*Simmons v Liberal Opinion Ltd* [1911] 1 KB 966, *Re LY Swee & Co Ltd; Khoo Leong Kee v LY Swee & Co Ltd* and *Chin Kok Kwong Construction Sdn Bhd v Sunrise Towers Sdn Bhd* [1986] 2 MLJ 41 at p 42). Once the challenge has been advanced, like the present case, the burden of proving that the suit had been instituted with proper authority must rest on the plaintiffs (*United Investment & Finance Ltd v Tee Chin Yong & Ors* [1967] 1 MLJ 31 at p 35). In the present case, the statement of claim was dated 16 December 1996 while the writ of summons was dated 18 December 1996. Both the writ of summons and the statement of claim were filed on 18 December 1996 after Messrs Gan & Lim were retained as solicitors for the plaintiffs by letter dated 7 December 1996. In my judgment, the letter dated 7 December 1996 was an act of authorization authorizing or employing Messrs Gan & Lim to act on behalf of the plaintiffs. This constitutes the solicitor's retainer by the client. By the giving and acceptance of the retainer, the solicitor acquires his authority to act for the client and whatever the solicitor does, it would bind the client. The client thus became bound both personally as between himself and his solicitor (*Bolden v Nicholay* (1857) 3 Jur NS 884, *Adams v London Improved Motor Coach Builders Ltd* [1921] 1 KB 495 (CA) where the presumption is that the client is liable for the solicitor's costs) and as between himself and third persons. As a general rule, a person has the right to retain the solicitor of his own choice so long as the solicitor is willing to act and is not precluded by the law or by the professional rules from so doing. There is nothing to prevent Messrs Gan & Lim to act for the plaintiffs. The letter dated 7 December 1996 put the issue of authorization to act to rest. For the foregoing reasons, I dismissed the preliminary objection with costs.

Preliminary objection dismissed.

Reported by Jafisah Jaafar